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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

NANCY DARDARIAN, individually and on behalf of all others similarly situated,)	Case No. 4:11-cv-00947 YGR
Plaintiff,)	
v.)	FINAL JUDGMENT AND ORDER
OFFICEMAX NORTH AMERICA, INC., an)	APPROVING SETTLEMENT
Ohio corporation,)	
Defendant.)	
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NATHAN THOMS, individually and on behalf of himself and others similarly situated,)	Case No. 4:11-cv-002233
Plaintiffs,)	
v.)	
OFFICEMAX NORTH AMERICA, INC., an)	
Ohio corporation; and DOES 2 through 50, inclusive,)	
Defendants.)	

1 Plaintiff Nancy Dardarian in the above-captioned action has submitted a Motion for Final
 2 Approval of Class Action Settlement (“Motion for Final Approval”). On March 25, 2013, this
 3 Court held a Fairness Hearing regarding the proposed settlement that is the subject of the motion
 4 for Final Approval. The Court has reviewed the papers submitted, including the Motion for
 5 Final Approval and supporting papers, the Class Action Settlement Agreement and Release
 6 (“Settlement Agreement”), any objections filed with the Court, and the Parties’ responses to any
 7 objections. Upon consideration of the papers submitted, and arguments made at the hearing on
 8 the Motion for Final Approval, the Court finds good cause to grant the Motion.

9 **THE COURT FINDS AS FOLLOWS:**

- 10 1. The Settlement Agreement is fair reasonable, and adequate.
- 11 2. The Parties adequately performed their obligations under the Settlement
 12 Agreement.
- 13 3. Defendant OfficeMax North America, Inc. (“OfficeMax”) provided notice to
 14 Settlement Class Members in compliance with Section 3.2 of the Settlement Agreement, due
 15 process, and Federal Rule of Civil Procedure 23. The notice: (a) fully and accurately informed
 16 Settlement Class Members about the lawsuit and proposed settlement (b) provided sufficient
 17 information so that Settlement Class Members were able to decide whether to accept the benefit
 18 offered, opt out and pursue their own remedies, or object to the proposed settlement; (c) provided
 19 procedures for Settlement Class Members to file written objections to the proposed settlement,
 20 appear at the Fairness Hearing, and to state objections to the proposed settlement; and (d)
 21 provided the time, date, and place of the Fairness Hearing.
- 22 4. An award of attorneys’ fees and costs to Class Counsel will be determined by the
 23 Court after the redemption period for the Merchandise Vouchers has ended and the redemption
 24 levels determined. The Court will determine the amount that is fair and reasonable in light of the
 25 nature of this case and Class Counsel’s experience and efforts in prosecuting and resolving this
 26 Action.

5. An incentive award to the Class Representative of \$4,500 is fair and reasonable in light of the time and effort spent by the Class Representative in litigating and resolving this Action on behalf of the Settlement Class.

THE COURT ORDERS AS FOLLOWS:

1. **Settlement Class Members.** The Settlement Class is defined as follows: all persons who, between March 1, 2010 and February 22, 2011, used a consumer credit card to make a purchase in an OfficeMax retail store located in California, and whose personal ZIP code was requested and recorded in conjunction with the consumer credit card transaction. Excluded are persons from whom OfficeMax requested and recorded a ZIP code for a special purpose incidental, but related to the consumer credit card transaction, including, but not limited to, shipping, delivery, servicing, installation, special orders, customer loyalty program applications, and OfficeMax-branded credit card applications.

2. **Binding Effect of Order.** This Order applies to all claims or causes of action settled under the Settlement Agreement. This Order binds all class members, including those who did not properly submit a Request for Exclusion pursuant to this Court's Order Granting Preliminary Approval of Class Settlement and Provisional Class Certification and Section 3.8 of the Settlement Agreement. This Order does not bind persons who filed timely and valid Requests for Exclusion.

3. **Release.** Plaintiffs and all Settlement Class Members who did not properly request exclusion are: (a) deemed to have released and discharged OfficeMax from all claims arising out of or relating to any act, omission, or other conduct alleged in the Action, including all claims released under the Settlement Agreement; and (b) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full terms of the release described herein are set forth in Sections 4.3 through 4.5 of the Settlement Agreement.

4. **Class Relief.** OfficeMax shall distribute the Claimant Benefit and the Guaranteed Voucher Distribution as provided in Section 2.3 of the Settlement Agreement. The Claimant Benefit set forth in Section 2.3(a) of the Settlement Agreement shall be distributed within forty

two (42) days of the Effective Date, as defined in Section 1.9 of the Settlement Agreement, to those Settlement Class Members who submitted a complete and timely Claim Form. OfficeMax will begin to distribute one hundred and twenty thousand (120,000) Merchandise Vouchers, as set forth in Section 2.3(b) of the Settlement Agreement, within five (5) days of the beginning of the OfficeMax fiscal quarter starting at least forty-two (42) days following the Effective Date. OfficeMax at its sole election may begin the Merchandise Voucher distribution at an earlier time, as set forth in Section 2.3(b) of the Settlement Agreement.

5. **Attorneys' Fees and Cost.** Class Counsels' fees and costs will be awarded by the Court after the redemption period for the Merchandise Vouchers has ended and the redemption levels determined. OfficeMax shall pay the awarded amount within ten (10) business days of the Court's Order awarding attorneys' fees and costs to Stonebarger Law, APC, which shall have responsibility for distributing and apportioning in between other Class Counsel.

6. **Class Representative Incentive Award.** The Class Representative is awarded \$4,500 as an incentive award. OfficeMax shall pay the Class Representative this amount within ten (10) business days of the Effective Date.

7. **Court's Jurisdiction.** The Court will retain jurisdiction over this Action and the Parties until final performance of the Settlement Agreement.

IT IS SO ORDERED.

DATED: March 27, 2014



Hon. Yvonne Gonzalez Rogers

United States District Court